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You agree to indemnify and hold Narvaez Insurance Services harmless from and against any and all loss, cost, damage, or expense including, but not limited to, reasonable attorneys' fees incurred by Narvaez Insurance Services arising out of any action at law or other proceeding necessary to enforce any of the terms, covenants or conditions of the Agreement or due to your breach of this Agreement.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. You hereby consent and voluntarily submit to personal jurisdiction in the State of California, in and by the courts of the State of California in San Diego County and the United States District Court for the Southern District of California, in any action in which a claim is brought with respect to this Agreement and you agree that it may be

served with process in any such action by hand delivery, courier, overnight delivery service, or certified or registered mail, return receipt requested. You irrevocably and unconditionally waive and agree not to plead, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue or the convenience of the forum of any action or claim with respect to this Agreement brought in the United States District Court for the State of California or the courts of San Diego County.

MISCELLANEOUS

This Agreement embodies the entire agreement between the parties and may not be amended, modified, altered or changed in any respect whatsoever except by a writing duly executed by the parties hereto. This Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between you and Narvaez Insurance Services. No representation, promise, inducement or statement of intention has been made by you and Narvaez Insurance Services that is not embodied in this Agreement. You and Narvaez Insurance Services shall not be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not contained in this Agreement. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You agree that each provision to this Agreement shall be construed independent of any other provision of this Agreement. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. In the event any provision of this Agreement is deemed unenforceable, including, but not limited to, the liability disclaimers above, the unenforceable provision shall be replaced with an enforceable provision that most closely reflects the intent of the original provision.